

For interdepartmental use only:
DND Identification Number: Annex 2006-01 to MOU 1997041908

DEPARTMENT OF NATIONAL DEFENCE OF CANADA
AND
THE DEPARTMENT OF DEFENCE OF THE UNITED STATES OF AMERICA

MILITARY INFORMATION EXCHANGE ANNEX (MIEA)

CONCERNING

SUBMARINE EXERCISE DATA

O-CA/US-06-01

In accordance with the ABCANZ Multilateral Master Military Information Exchange Memorandum of Understanding (M3IEM) between the Department of Defence of Australia, the Department of National Defence of Canada (DND), the New Zealand Defence Force, The Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defence of the United States of America (DoD) dated 10 March 1997, and further to the Exchange of Notes concerning Certain Defence Commitments concluded between the Government of the United States of America and the Government of Canada on 19 August 1994, DND and DoD (the "Participants") hereby establish this MIEA.

1. DESCRIPTION: The scope of this MIEA covers the exchange of submarine tactical development information and specifies coordination between the Commander, Submarine Naval Forces (COMSUBNAVFOR) on behalf of DoD and the Chief of Maritime Staff (CMS) on behalf of DND, for combined United States Navy (USN)/Canadian Forces (CF) submarine and/or combined fleet exercises which will include, but will not be limited to:

a. Exercise Responsibility. COMSUBNAVFOR and CMS will jointly be responsible for CANUS, bilateral submarine or combined fleet exercises involving mutual interaction between submarines and ASW forces from either or both nations. Final approval for the planning, conduct, reconstruction, analysis, and reporting of such exercises is delegated to the national authority assigned Operational Control (OPCON) of participating submarines. When required, other commands will be requested to provide support as jointly determined.

b. Exercise Planning. Approval of all planning aspects of CANUS bilateral or combined fleet exercises involving submarines from either nation is delegated to the national authority assigned OPCON of participating submarines. Such planning aspects include exercise objectives, scenarios, operation orders, joint data collection plans, and post-exercise data dissemination.

c. Exercise Conduct. The exchange of riders/observers in support of mutually determined objectives is encouraged. Approval of rider/observer arrangements is delegated to the national authority assigned OPCON of participating submarines, with the understanding that each Participant will bear the costs for its own personnel, including during periods when those personnel are assigned as 'riders' or 'observers' on the other Participant's submarines.

d. Exercise Data Collection. The data collection plan will be solely contained within the framework of the exercise operation order. In general, all CF participants will submit their entire data packages directly to the Canadian Forces Maritime Warfare Centre (CFMWC) and all USN participants will submit their entire data package to COMSUBPAC N7 or CSDS 12, as applicable. Any deviation from this plan will be jointly consented to and clearly stipulated in the operation order. Any duplication / dissemination of data will be clearly stipulated in the operation order and will be the responsibility of the Command at which the data is being duplicated.

e. Reconstruction and Analysis. COMSUBPAC N7 / CSDS 12 and CFMWC will produce an exercise analysis plan for each combined exercise they are conducting. In an effort to foster cross-pollination and to optimize the overall analysis effort, consideration should be given to allow analyst from each command the opportunity to be present on opposite sites during the significant portions of the analysis effort. Reconstruction and analysis products derived from combined exercises will be limited to:

- (1) contact vs. range data;
- (2) contact vs. aspect data;
- (3) ship sonar logs;
- (4) contact evaluation plots(digital or manual);
- (5) CO/OOD narratives;
- (6) UWT logs;
- (7) position and deck logs (including GPS/inertial

- printout if desired);
- (8) fire control and coordinator logs and attack record sheets;
- (9) geoplots and local operations plots;
- (10) bathymetric logs, and
- (11) tie point logs.

f. Exercise reporting. All COMSUBNAVFOR and CMS combined exercise reports will be classified for US/Canada release.

2. GENERAL:

- a. The scope of this MIEA permits the exchange of Military Information on the basis that such exchanges will be on a balanced, reciprocal basis of approximately equivalent value among the MIEA Participants, quantitatively and qualitatively in accordance with Section II of the M3IEM.
- b. All information exchanges under this MIEA will conform to the provisions of the M3IEM, including the prohibitions against exchange of weapon, sensor, or related computer system software, or documentation relating thereto, exchange or provision of Production Information, and exchange or provision of defense equipment or services contained in Section II of the M3IEM.
- c. Each Participant must bear the full costs it incurs in making, managing and administering any Information exchanges under this MIEA. Furthermore, this MIEA provides no authority for transfer of funds or placement of contracts in accordance with Section V of the M3IEM.

3. INFORMATION EXCHANGE AND SECURITY:

- a. A Participant (including its contractor support personnel) may use the Information received under this MIEA for information and evaluation purposes only. The specific prior written consent of the originating Participant is required for any other use or disclosure, including disclosure to contractors or Third Parties, in accordance with Section VI of the M3IEM.
- b. All Information exchanges under this MIEA will conform to the security provisions of the M3IEM including Sections II, IV, VI, VII, and VIII of the M3IEM. Acoustic signature

and tactical information, whether obtained deliberately or inadvertently, will be controlled as SECRET (CANUS EYES ONLY).

c. The highest classification of Information to be exchanged under this MIEA is Secret.

d. Annual information exchange objectives will be established through exchange of correspondence by the Project Officers (POs) and will be revised annually by the POs to reflect current information considerations.

4. PROJECT OFFICERS, ESTABLISHMENTS, AND AUTHORITIES:

a. For the United States Navy:

(1) Project Officer:

(a) Commander, Submarine Development Squadron Twelve, Security Manager, 6 Amber Jack Road, Groton CT 06349-5205

(2) Establishment:

(a) Commander, Submarine Development Squadron Twelve, Security Manager, 6 Amber Jack Road, Groton, CT 06349-5205

(b) Commander, Submarine Forces Pacific N3/N7, 1430 Morton Street, Pearl Harbor, HI 96860-4664

(c) Commander, Submarine Forces Atlantic N3/N7, 7958 Blandy Road, Norfolk, VA 23551

(3) Authorities:

(a) Chief of Naval Operations, 2000 Navy Pentagon, Washington, DC 20350-2000

b. For the Canadian Forces:

(1) Project Officer:

(a) Commandant, Canadian Forces Maritime Warfare Centre, PO BOX 99000 Stn Forces, Halifax NS B3K 5X5

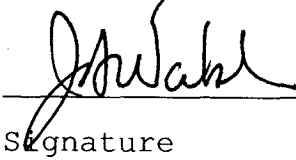
(2) Establishments:

(a) Commandant, Canadian Forces Maritime Warfare Centre. PO BOX 99000 Stn Forces, Halifax NS B3K 5X5

6. SIGNATORIES:

For The Department of Defense
of the United States of America:

For The Department of
National Defence of Canada:


Signature
Signature

RADM J.A. Walsh (USN)

Name

Commander, United States

Submarine Forces Pacific

Title

15 Aug 2007

Date

Pearl Harbor, Hawaii

Location

VAdm D.W. Robertson

Name

Chief of Maritime Staff

Title

6 March 2007

Date

Ottawa, Canada

Location

13

**CERTIFIED TO BE
A TRUE COPY**

Barbara K Gonsalus
Hawaii State Notary
my Commission expires
Feb 8, 2008



DEPARTMENT OF THE NAVY
COMMANDER SUBMARINE FORCE
UNITED STATES PACIFIC FLEET
BLDG 619
1430 MORTON STREET
PEARL HARBOR, HI 96860-4664

5710
Ser N02L/ 0087
23 Aug 07

From: Commander Submarine Force, U.S. Pacific Fleet
To: Office of the Judge Advocate General (Code 10)

Subj: TRANSMITTAL OF INTERNATIONAL AGREEMENT

Ref: (a) DoD Directive 5530.3
(b) SECNAVINST 5710.25B
(c) CINCPACFLTINST5710.1B

Encl: (1) Memorandum Information Exchange Annex (MIEA)
(Five Certified Copies)

1. Enclosure (1) is forwarded pursuant to references (a) and (b).

2. The following information is provided:

- a. Type of Agreement: Bilateral Military Information Exchange Annex
- b. Parties to the Agreement: Canada, United States
- c. Title: Military Information Exchange Annex (MIEA) Concerning Submarine Exercise Data
- d. Summary of Terms of Agreement: Parties agree to exchange submarine tactical development information relating to bilateral submarine or fleet exercises involving mutual interaction between submarines and ASW forces from either or both nations.
- e. All Agencies Responsible for Carrying Out the Provisions of the Agreement: Chief of Maritime Staff, Department of National Defense of Canada; Commander Submarine Force; Commander Submarine Force, U.S. Pacific Fleet.
- f. Background Information: MIEA implements Memorandum of Understanding Among the Department of Defense of Australia, The Department of National Defense of Canada, The New Zealand Defense Force, The Secretary of State for Defense of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America Concerning Multilateral Exchange of Military Information. ABCANZ Multilateral Master Military Information Exchange MOU (M3IEM) of 10 March 1997 and further to the Exchange of Notes Concerning

Subj: TRANSMITTAL OF INTERNATIONAL AGREEMENT

Certain Defense Commitments concluded between the Government of the United States of America and the Government of Canada on 19 August 1994.

- g. Effect of the Agreement: Balanced reciprocal exchange of submarine tactical development information of approximately equal value to MIEA participants. There is no cost to the respective parties under this MIEA.
- h. Domestic Legal Authority: Legal authority to enter into the agreement is derived from the President's responsibilities in the conduct of foreign relations and as Commander-in-Chief of the U.S. armed forces, Article II, Section 2, of the U.S. Constitution. Authority to negotiate and conclude this agreement as delegated by references (a) through (c).
- i. Date of Signature and Date the Agreement was in Effect: 15 August 2007
- j. Period of the Agreement: Five years unless withdrawn, amended or extended by written agreement.
- k. Printed Names of all signing officials:
 - (1) D. W. Robertson
VADM, Chief of Maritime Staff
Department of National Defense of Canada
 - (2) J. A. WALSH
RADM, U.S. Navy
Commander Submarine Force, U.S. Pacific Fleet
United States of America
- l. Geographic regions where agreement was signed:
 - (1) Ottawa, Canada
 - (2) Hawaii, United States
- m. Organizational element responsible for maintaining the negotiation history and original document: Force Judge Advocate's Office, Commander Submarine Force, U.S. Pacific Fleet, 1430 Morton Street Bldg. 619 (N02L), Pearl Harbor, Hawaii 96860. POC is Commander David Harrison, JAGC, (808) 473-5826, dave.harrison@navy.mil.



D. M. HARRISON
By direction



DEPARTMENT OF THE NAVY
OFFICE OF THE JUDGE ADVOCATE GENERAL
1322 PATTERSON AVENUE SE SUITE 3000
WASHINGTON NAVY YARD DC 20374-5066

5800
IN REPLY REFER TO
Ser 10.1/390
August 30, 2007

Mr. Robert E. Dalton
Office of the Legal Advisor
Treaty Affairs
Room 5420
Department of State
Washington, DC 20520

Dear Mr. Dalton:

Enclosed, for purposes of Case Act notification, please find a copy of the agreement between the Department of National Defence of Canada and the United States Department of Defense concerning Submarine Exercise Data.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Hill", is positioned above the typed name.

LAWRENCE D. HILL
Commander, U.S. Navy, JAGC
Head, International Programs
Department

(b) DGMFD, National Defence Headquarters, Major General George R. Pearkes Building, 101 Colonel By Drive, Ottawa ON K1A 0K2

(c) MARLANTHQ Halifax N3, PO Box 99000 Stn Forces, Halifax NS B3K 5X5

(d) MARPACHQ ESQUIMALT N3, PO Box 17000 Stn Forces, Victoria BC V9A 7N2

(3) Authorities:

(a) Chief of Maritime Staff, National Defence Headquarters, Major General George R. Pearkes Building, 101 Colonel By Drive, Ottawa, ON, K1A 0K2

5. TERMINATION AND DURATION OF THIS MIEA:

a. This MIEA may be terminated at any time by the written consent of its Authorities, who will consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event an Authority desires to withdraw from this MIEA, it may withdraw upon 60 days written notification to the Authority of the other Participant. Termination of or withdrawal from this MIEA will be subject to the provisions of Section X of the M3IEM.

b. This MIEA will remain in effect for a period of 5 years from the date of the later signature unless amended or extended by mutual written consent. Before the expiration of this MIEA, the Authorities of the Participants will review the MIEA and may, by mutual written consent, extend the MIEA for additional periods of up to five years each. Under no circumstance will the duration of the IEA exceed the duration of the governing M3IEM.